


STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
MANUAL CHANGE TRANSMITTAL
RW 0001A (REV. 10/93)

☒ R/W MANUAL CHANGE
(1993 Edition)

RWMC- 4

☐ PROCEDURAL HANDBOOK
(1984 Edition)

RWPH- _____
TRANSMITTAL # _____

TITLE ACQUISITION	APPROVED BY  O. E. Kihm	DATE ISSUED 3/1/94
		PAGE 1 OF 1
SUBJECT AREA Chapter 8.01.00.00 Rental and Possession Provisions	ISSUING UNIT ACQUISITION BRANCH	

SUMMARY OF CHANGES

Revised Section 8.09.15.00 - Confirming Vacation in Hardship Acquisitions

PURPOSE To clarify ambiguous language in the clause.

BACKGROUND Section 8.09.15.00 - wording unclear

PROCEDURES No substantive changes in occupancy or notification requirements.

EFFECTIVE DATE Effective immediately.

MANUAL IMPACT

- Insert the attached pages in manual.
- Record the action on the "Revision Record".

REVISION SUMMARY

<u>Chapter</u>	<u>Remove old pages</u>	<u>Insert new/revised pages</u>	<u>Replace Interim changes</u>
8	Page 8.09.6	Page 8.09.6 (Rev.10/93)	N/A

"It is understood and agreed between the parties hereto that the sole reason for the State's purchase of the subject property at this time is to alleviate a hardship condition presently suffered by the grantor(s) and that said hardship can only be cured by the grantor(s) selling and vacating the premises. It is, therefore, confirmed by the parties hereto that this contract gives notice to grantor(s) of the State's intent to serve a 30-day Notice to Vacate, 90 days after the close of escrow. Grantor(s) will deliver the premises vacant to the State in good order and condition without further notice and will immediately thereafter deliver the keys to the premises to the Department (District Office address) and also pay all closing utility bills up to and including the date of vacation."

8.10.00.00 - CONSTRUCTION OBLIGATIONS

8.10.01.00 General

Construction contract obligations require the State to do certain work on grantor's remaining property to avoid payment of damages. This work can range from construction of fences and irrigation facilities to replacement of structures. As such, the conditions must be completely described in the Contract and discussed in the Memorandum of Settlement (MOS). Project Development and Construction must be notified in writing of these obligations. Appropriate entry clauses must be included in the Contract.

8.10.02.00 State Performed Work

The following clause shall, in all cases, be the last paragraph of any clause in a Contract where the State will move, relocate, or reconstruct buildings or fences, pipelines, cattle passes, etc.:

"All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found"

8.10.03.00 Permission to Enter Grantor's Land for Construction Purposes

When it is necessary to enter onto owner's remainder property to perform construction contract work on facilities for owner's use, the following clause will be included in the Contract. This clause can be used with appropriate modification to allow entry for more than one type of construction work. It is not necessary to repeat the clause for each and every entry requirement.

"Permission is hereby granted to State or its authorized agent to enter on my/our land, where necessary, to (relocate or reconstruct road approaches, cattle guards, trails, pipes, culverts, etc.), as shown on the attached map(s) and as described in Clause(s) _____ of this Contract.

I (we) understand and agree that after completion of the work described in Clause(s) _____, said facility(ies) will be considered as my/our sole property and I (we) will be responsible for its/their maintenance and repair."

8.10.04.00 Road Approach Within State Highway Right of Way

When it is necessary to perpetuate existing private roadways which lie partially or entirely within highway right of way, the following clause will be included in the Contract:

"At no expense to the grantor(s) and at the time of highway construction, construct road approach(es) _____ of Engineer's Station(s) _____, Department of Transportation Survey between _____ and _____. Upon completion of construction of said road approach(es) it/they will be considered as an encroachment under permit on the State highway and is/are to be maintained, repaired and operated as such by grantor(s) in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Transportation of said State."

Since the Permit Section must be aware of all encroachments within the highway right of way, a copy of the Contract shall be forwarded to the District Permit Section. They may feel it necessary to issue a Standard Encroachment Permit in lieu of using the Contract as the permit. If so, the agent should assist the Permit Section in obtaining any necessary signatures, however, the permit should be issued without charging any fees.

This same clause should be used where pipelines or conduits are being installed within the highway right of way as encroachments. The clause would have to be revised to suit this type of installation. Again, a copy of the contract should be provided the Permit Section.